

Project HB-983-901
Co. Ave. 38E at Gila River

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE COUNTY OF YUMA

THIS AGREEMENT, entered into this 29th day of October, 1979, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the COUNTY OF YUMA, hereinafter called "COUNTY",

WHEREAS, STATE is charged by Arizona Laws 1979, Chapter 217 (H.B. 2457), Section 13, Subsection 8 to administer funds appropriated for the construction of bridges needed because of extensive flooding and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of STATE; and

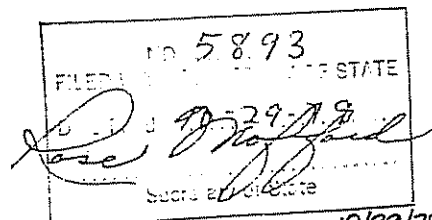
WHEREAS, COUNTY has met the requirements imposed by said chapter and section to receive part of said funds for the bridge site hereinafter designated, and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of COUNTY; and

WHEREAS, both parties wish to set forth their respective responsibilities and the guide lines to fulfill the mandate of said chapter.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

COUNTY SHALL:

1. Have the option of either using its own engineering staff to design the bridge hereinafter designated or to employ a consulting engineer or engineering firm to design it. If a consulting



10/29/79

engineer or engineering firm is utilized State shall be advised of the firm selected and the starting date of the contract.

2. Design said bridge or cause it to be designed in accordance with the American Association of State Highway and Transportation Officials' bridge design standards and under the supervision of a registered professional engineer and shall so certify to State. The criteria to be used shall be 10,000 cubic feet per second.

3. Call for bids and award a construction contract to the successful bidder, and advise State as to the successful bidder.

4. Administer and oversee the construction contract, assuring that the bridge is built according to Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 1969 or Standard Specifications adopted by County or other approved construction standards.

5. Upon completion of construction, certify to State that the bridge was constructed under the supervision of a registered professional engineer and in accordance with the approved plans and specifications and that County has accepted the bridge. Thereafter County shall have the maintenance responsibility for said bridge.

6. Submit monthly billings to State's Local Government Section, Highways Division for payment of not more than 75% of the cost of construction, including the necessary incidentals of foundation investigation, design, essential right of way acquisition, diking, site preparation and minimal bridge approach work required to utilize the bridge. The bridge site and the maximum amount to be applied is as follows:

a. County Avenue 38 E over the Gila River, \$375,000.00.

7. Provide matching funds of at least 25% of the cost of the bridge. It is understood that State's contribution for construction shall not exceed \$375,000.00 and that should said amount not cover the entire 75% of the costs of the bridge, County shall pay any amount needed in excess of and in addition to the 25% set out herein in order to assure the completion of the bridge.

8. Assure that its accounting procedures are satisfactory for documentation of all costs related to the construction of the bridge and shall make its accounting records available for audit by State agents or employees at all reasonable hours.

STATE SHALL:

1. Make payments only from the funds allocated by and according to the terms of said chapter and section of the above cited law.

2. Monitor expenditures and audit the accounting records of County to make certain that payments to County do not exceed the specified limitations. It is understood that any funds unexpended and unencumbered on July 1, 1982 shall revert to the State general fund.

I. This Agreement shall remain in force and effect until the work herein embraced has been completed in accordance with the terms of the Agreement or until earlier terminated by either STATE or COUNTY upon thirty (30) days' written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

II. This Agreement shall become effective on the date of its being filed with the Secretary of State.

III. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that COUNTY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

IV. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

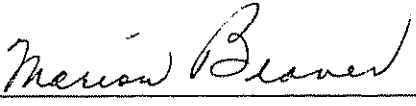
IN WITNESS WHEREOF, the parties have executed this Agreement the
day and year first written above.

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

By 
Chief Deputy State Engineer

YUMA COUNTY, ARIZONA

By 
Title Vice Chairman
Yuma County Board of Supervisors

ATTEST:


CLERK OF THE BOARD OF SUPERVISORS

URL:db

8-17-79



Yuma County
Yuma, Arizona

OFFICE OF THE
BOARD OF SUPERVISORS
P.O. Box 1112
Phone 782-4534

GLEN H. STROHM
CHAIRMAN
ROBT. W. BEVERLY
MEMBER
MARION BEAVER
MEMBER
NETA J. BOWMAN
CLERK
L E "GENE" BRAZEEL
COUNTY MANAGER

STATE OF ARIZONA)
) SS
COUNTY OF YUMA)

I, Neta J. Bowman, Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of a portion of the minutes of the Board of Supervisors meeting held September 17, 1979:

"Upon motion and unanimous vote the Board authorized the Vice Chairman to sign an Intergovernmental Agreement between the State of Arizona and the County of Yuma for Project HB-983-901 for a Bridge at Avenue 38E at the Gila River."

In Witness Whereof I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Yuma, the County Seat this 17th day of September, 1979.

Clerk of the Board of Supervisors

(SEAL)

RESOLUTION

BE IT RESOLVED on this 20th day of July, 1979, that I, W. A. Ordway, Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona for the Highways Division of the Department of Transportation to enter into an intergovernmental agreement with Yuma County for the construction of a bridge with funds allocated from the State general fund by Arizona Laws 1979, Chapter 217, (H.B. 2457), Section 13, subsection 8.

Therefore authorization is hereby given to draft an agreement for said purpose, which upon completion shall be returned for approval and execution by the Chief Deputy State Engineer on behalf of the department.

For: Frank A. Bork Deputy Director
W. A. Ordway, Director
Arizona Department of Transportation



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

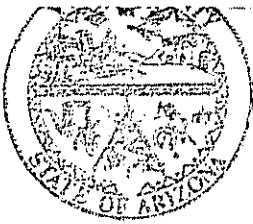
A. G. Contract No. 79-779 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of October, 1979.

ROBERT K. CORBIN
Attorney General

JAMES R. REDPATH
Assistant Attorney General



168 S. Second Avenue
Post Office Box 1048
Yuma, Arizona 85364

782-4534, Ext. 55
782-2776

County Attorney

David S. Ellsworth
Chief Deputy

YUMA COUNTY ATTORNEY
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

The Arizona Department of Transportation agent for the State of Arizona Contract to which this letter is attached is an agreement between the State of Arizona and the County of Yuma. It has been reviewed pursuant to A.R.S. §11-952 by the undersigned. The agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Dated this 17th day of September, 1979.

MICHAEL IRWIN
YUMA COUNTY ATTORNEY

By David S. Ellsworth
David S. Ellsworth
Chief Deputy County Attorney

EXHIBIT "B"